

Approved: _____ Mayor

Veto: _____

Override: _____

RESOLUTION NO. Z-39-06

WHEREAS, **CENTURY BUSINESS PARK L. L. C.** had applied to Community Zoning Appeals Board 11 for the following:

(1) IU-C to BU-1A

OR IN THE ALTERNATIVE:

(2) GU to BU-1A

REQUESTS #1 & #2 ON PARCEL "A"

(3) GU & IU-C to RU-3M

REQUEST #3 ON PARCEL "B"

(4) GU & IU-C to RU-1M(a)

(5) Applicant is requesting to permit lots with 0' frontage (50' required) on a public street, and to permit access to a public street by means of private drives.

REQUESTS #4 & #5 ON PARCEL "C"

(6) Applicant is requesting to waive the zoning regulation requiring half-section line rights-of-way to be 70' wide; to permit 0' of dedication (35' required) for the west half of S.W. 152 Avenue.

(7) Applicant is requesting to waive the zoning regulation requiring section line rights-of-way to be 80' wide; to permit 0' of dedication (40' required) for the east half of S.W. 157 Avenue.

(8) Applicant is requesting to waive the Kendall/Tamiami Executive Airport Inner District zone regulation which prohibits residential uses within the ILZ zone; to permit single-family and townhouse residences with the ILZ zone.

(9) Applicant is requesting to waive the Kendall/Tamiami Executive Airport Outer Safety Zone regulation limiting residential units to less than two per acre; to permit single-family and townhouse residences at more than two units per acre.

Upon demonstration that the applicable standards have been satisfied, approval of requests #5-#9 may be considered under §33-311 (A)(4)(b) (Non-Use Variance) or (c) (Alternative Non-Use Variance).

Plans are on file and may be examined in the Zoning Department entitled "Century Gardens/Plan 'A'," as prepared by Pascual Perez Kiliddjian & Associates, Sheets SP-1 – SP-4 & Sheets L-1 – L-4 dated stamped received 5/11/06 and remaining sheets dated stamped received 5/3/06, totaling 61 sheets and plans entitled "Century Gardens/Plan 'B'," as prepared by Pascual, Perez, Kiliddjian & Associates, consisting of 60 sheets dated stamped received 5/31/06 are also on file.

SUBJECT PROPERTY:

PLAN "A" :

PARCEL "A" : That portion of the Lots, Blocks and the adjacent streets lying in the plat of GREATER MIAMI ESTATES PART TWO, in Section 9, Township 55 South, Range 39 East, Plat book 23, Page 43, being more particularly described as follows:

Commence at the southeast corner of said Section 9, said corner having a Northing of 480709.59 feet and an Easting of 687039.64 based on the State Plane Coordinate System, (1974 Adjustment), Florida East Zone; thence run S87°25'51"W along the common line between Sections 9 and 16, in Township 55 South, Range 39 East, where the north line of Section 16 was determined in the Final Judgment of Miami-Dade County Circuit Court Case No. 89-15236 (CA 25), for a distance of 2677.15' to the north ¼corner of said Section 16; thence continue S87°25'51"W along the said common line for 83.71' to the Point of beginning of the parcel of land herein after described; thence continue S87°25'51"W along the said common line for 306.8' to a point; thence run N02°34'09"W for a distance of 306.52' to a point; thence run N49°25'51"E for a distance of 70.96' to a point; thence run N87°25'51"E for a distance of 252.11' to a Point of intersection with the west line of Tract "A" of AMERIFIRST PARK Plat Book 127, Page 65, were a portion of said west line was defined by the Agreement to Fix Location of Common Boundary between Jack K. Thomas, Jr., Trustee, Amerifirst Bank and Miami-Dade County, Official Records Book 14309, Page 2109; thence S02°22'03"E along said west line for a distance of 350.21' feet to the Point of beginning.

AND: PARCEL "B" : That portion of the Lots, Blocks and the adjacent streets lying in the plat of GREATER MIAMI ESTATES PART TWO, in Section 9, Township 55 South, Range 39 East, Plat book 23, Page 43, being more particularly described as follows:

Commence at the southeast corner of said Section 9, said corner having a Northing of 480709.59 feet and an Easting of 687039.64 based on the State Plane Coordinate System, (1974 Adjustment), Florida East Zone; thence run S87°25'51"W along the common line between Sections 9 and 16, in Township 55 South, Range 39 East, where the north line of Section 16 was determined in the Final Judgment of Miami-Dade County Circuit Court Case No. 89-15236 (CA 25), for a distance of 2677.15' to the north ¼corner of said Section 16; thence continue S87°25'51"W along the said common line for 390.51' to the Point of beginning of the parcel of land hereinafter described; thence continue S87°25'51"W along the said common line for 2279.06' to a Point of intersection with the east right of way line

of Canal C-1W defined by the Agreement to Fix Location of Common Boundary between Jack K. Thomas, Jr., Trustee and the South Florida Water Management District, Official Records Book 14311, Page 3397; thence run N02°25'09"W along the said east right of way line of Canal C-1W for a distance of 588.56' to a point; thence run N87°25'34"E for a distance of 2,586.39' to a Point of intersection with the west line of Tract "A" of AMERIFIRST PARK Plat book 127, Page 65, where a portion of said west line was defined by the Agreement to Fix Location of Common Boundary between Jack K. Thomas, Jr., Trustee, Amerifirst Bank and Miami-Dade County, Official Records Book 14309, Page 2109; thence S02°22'03"E along said west line for a distance of 238.56' to a point; thence run S87°25'51"W for a distance of 252.11' to a point; thence run S49°25'51"W for a distance of 70.96' to a point; thence run S02°34'09"E for a distance of 306.52' feet to the Point of beginning.

AND: PARCEL "C": That portion of the Lots, Blocks and the adjacent streets lying in the plat of GREATER MIAMI ESTATES PART TWO, in Section 9, Township 55 South, Range 39 East, Plat Book 23 at Page 43, being more particularly described as follows:

Commence at the southeast corner of said Section 9, said corner having a Northing of 480709.59 feet and an Easting of 687039.64 based on the State Plane Coordinate System, (1974 Adjustment), Florida East Zone; thence run S87°25'51"W along the common line between Sections 9 and 16, in Township 55 South, Range 39 East, where the north line of Section 16 was determined in the Final Judgment of Miami-Dade County Circuit Court Case No. 89-15236 (CA 25), for a distance of 2,677.15' to the north ¼ corner of said Section 16; thence continue S87°25'51"W along the said common line for 2,669.57' to a Point of intersection with the east right-of-way line of Canal C-1W defined by the Agreement to Fix Location of Common Boundary between Jack K. Thomas, Jr., Trustee and the South Florida Water Management District, Official Records Book 14311, Page 3397; thence run N02°25'09"W along the said east right-of-way line of Canal C-1W for a distance of 588.56' to the Point of beginning of the parcel of land hereinafter described; thence continue N02°25'09"W along the said east right-of-way line of Canal C-1W for a distance of 770.55' to a Point of intersection with the south line of Block 8 of HAMMOCKS SHORES THIRD ADDITION, Plat book 147, Page 9; thence run N87°25'34"E along the south line of HAMMOCKS SHORES THIRD ADDITION, for a distance of 1,206.04' to a Point of intersection with the centerline of S.W. 154th Avenue as shown on HAMMOCKS SHORES THIRD ADDITION, the common boundary line defined by the Agreement to Fix Location of Common Boundary between Jack K. Thomas, Jr., Trustee, Corlett, et al and Miami- Dade County, Official Records Book 14309, Page 2097; thence run S02°23'36"E along the common boundary line defined by the said Agreement for a distance of 407.55' to the southwest corner of Lot 1, Block 5 of HAMMOCKS GARDENS, Plat book 157, Page 16; thence run N87°25'34"E along the south line of HAMMOCKS GARDENS, for a distance of 690' to a Point of intersection with the centerline of S.W. 153rd Avenue of HAMMOCKS GARDENS; thence run N02°23'36"W along the said centerline, a line 20' east of and parallel with the east line of Lot 11, Block 5 of HAMMOCKS GARDENS, for a distance of 136' to a point; thence run N87°25'34"E along the center line of S.W. 117th Street as shown on HAMMOCKS GARDENS, for a distance of 690.92' to a Point of intersection with the west line of Tract "A" of AMERIFIRST PARK, Plat book 127, Page 65, where a portion of said west line was defined by the Agreement to Fix Location of Common Boundary between Jack K. Thomas, Jr., Trustee, Amerifirst Bank and Miami-Dade County, Official Records Book 14309, Page 2109; thence S02°22'03"E along said west line for a

distance of 499' to a point; thence run S87°25'34"W for a distance of 2,586.39' to the Point of beginning.

OR:

PLAN "B" :

PARCEL "A" : That portion of the Lots, Blocks and the adjacent streets lying in the plat of GREATER MIAMI ESTATES PART TWO, in Section 9, Township 55 South, Range 39 East, Plat book 23, Page 43, being more particularly described as follows:

Commence at the southeast corner of said Section 9, said corner having a Northing of 480709.59' and an Easting of 687039.64' based on the State Plane Coordinate System, (1974 Adjustment), Florida East Zone; thence run S87°25'51"W along the common line between Sections 9 and 16, in Township 55 South, Range 39 East, where the north line of Section 16 was determined in the Final Judgment of Miami-Dade County Circuit Court Case No. 89-15236 (CA 25), for a distance of 2677.15' to the north $\frac{1}{4}$ corner of said Section 16; thence continue S87°25'51"W along the said common line for 2,362.25' to the Point of beginning of the parcel of land hereinafter described; thence continue S87°25'51"W along the said common line for 307.32' to a Point of intersection with the east right-of-way line of Canal C-1W defined by the Agreement to Fix Location of Common Boundary between Jack K. Thomas, Jr., Trustee and the South Florida Water Management, District Official Records Book 14311, Page 3397; thence run N02°25'09"W along the said east right-of-way line of Canal "C-1W" for a distance of 357.1' to a Point of intersection with a line 1,002' south of and parallel with the south line of Block 8, HAMMOCKS SHORES, THIRD ADDITION, Plat book 147, Page 9; thence run N87°25'34"E along a line parallel with the south line of said plat of HAMMOCKS SHORES THIRD ADDITION, for a distance of 280.36' to a Point of curvature with a circular curve concave to the southwest; thence run SE/ly along the arc of said circular curve to the right, having for its elements a radius of 26' and a central angle of 90°00'00", for an arc distance of 40.84' to a Point of tangency; thence run S02°34'26"E for a distance of 331.12' to the Point of beginning.

AND: PARCEL "B" : That portion of the Lots, Blocks and the adjacent streets lying in the plat of GREATER MIAMI ESTATES PART TWO, in Section 9, Township 55 South, Range 39 East, Plat Book 23, Page 43, being more particularly described as follows:

Commence at the Southeast corner of said Section 9, said corner having a Northing of 480709.59' and an Easting of 687039.64' based on the State Plane Coordinate System, (1974 Adjustment), Florida East Zone; thence run S87°25'51"W along the common line between Sections 9 and 16, in Township 55 South, Range 39 East, where the north line of Section 16 was determined in the Final Judgment of Miami-Dade County Circuit Court Case No. 89-15236 (CA 25), for a distance of 2677.15' to the north $\frac{1}{4}$ corner of said Section 16; thence continue S87°25'51"W along the said common line for 83.71' to the Point of Beginning of the parcel of land herein after described; thence continue S87°25'51"W along the said common line for 2,278.54' to a point; thence run N02°34'26"W for a distance of 331.12' to a Point of curvature with a circular curve concave to the southwest; then run NW/ly along the arc of said circular curve to the left, having for its elements a radius of 26' and a central angle of 90°00'00", for an arc distance of 40.84' to a Point of tangency with a line 1002' south of and parallel with the south line of Block 8,

HAMMOCKS SHORES THIRD ADDITION, Plat Book 147, Page 9; thence run S87°25'34"W along a line parallel with the south line of said plat of HAMMOCKS SHORES THIRD ADDITION, for a distance of 159.36' to a Point of intersection with a line 121' east of and parallel with the east right of way line of Canal C-1W defined by the Agreement to Fix Location of Common Boundary between Jack K. Thomas, Jr., Trustee and the South Florida Water Management District, Official Records Book 14311, Page 3397; thence run N02°25'09"W along a line parallel with the said east right of way line of Canal C-1W for a distance of 232.46' to a point; thence run N87°25'34"E, along a line 362' south of and parallel with the south line of HAMMOCKS GARDENS, Plat Book 157, Page 16; thence run N87°25'34"E along a line parallel with the south line of the said plat of HAMMOCKS GARDENS, for a distance of 2,465.36' to a Point of intersection with the west line of Tract "A" of AMERIFIRST PARK, Plat Book 127, Page 65, where a portion of said west line was defined by the Agreement to Fix Location of Common Boundary between Jack K. Thomas, Jr., Trustee, Amerifirst Bank and Miami-Dade County Official Records Book 14309, Page 2109; thence S02°22'03"E along said west line for a distance of 589.77' to the Point of beginning.

AND: PARCEL "C" : That portion of the Lots, Blocks and the adjacent streets lying in the plat of GREATER MIAMI ESTATES PART TWO, in Section 9, Township 55 South, Range 39 East, Plat Book 23 at Page 43, being more particularly described as follows:

Commence at the southeast corner of said Section 9, said corner having a Northing of 480709.59' and an Easting of 687039.64' based on the State Plane Coordinate System, (1974 Adjustment), Florida East Zone; thence run S87°25'51"W along the common line between Sections 9 and 16, in Township 55 South, Range 39 East, where the north line of Section 16 was determined in the Final Judgment of Miami-Dade County Circuit Court Case No. 89-15236 (CA 25), for a distance of 2,677.15' to the north ¼ corner of said Section 16; thence continue S87°25'51"W along the said common line for 2,669.57' to a Point of intersection with the east right of way line of Canal C-1W defined by the Agreement to Fix Location of Common Boundary between Jack K. Thomas, Jr., Trustee and the South Florida Water Management District, Official Records Book 14311, Page 3397; thence run N02°25'09"W along the said east right of way line of Canal C-1W for a distance of 357.1' to the Point of beginning of the parcel of land herein after described; thence continue N02°25'09"W along the said east right of way line of Canal C-1W for a distance of 1002' to a Point of intersection with the south line of Block 8, HAMMOCKS SHORES THIRD ADDITION, Plat Book 147 at Page 9; thence run N87°25'34"E along the south line of the plat of HAMMOCKS SHORES THIRD ADDITION, for a distance of 1,206.04' to a Point of intersection with the centerline of S.W. 154th Avenue as shown on said plat of HAMMOCKS SHORES THIRD ADDITION, the common boundary line defined by the Agreement to Fix Location of Common Boundary between Jack K. Thomas, Jr., Trustee, Corlett et al and Miami-Dade County, Official Records Book 14309, Page 2097; thence run S02°23'36"E along the common boundary line defined by the said Agreement for a distance of 407.55' to the southwest corner of Lot 1, Block 5 of HAMMOCKS GARDENS, Plat Book 157 at Page 16; thence run N87°25'34"E along the south line of the plat of HAMMOCKS GARDENS, for a distance of 690' to a Point of intersection with the centerline of SW 153rd Avenue as shown on said plat of HAMMOCKS GARDENS; thence run N02°23'36"W along the said centerline, a line 20' east of and parallel with the east line of Lot 11 in said Block 5 of HAMMOCKS GARDENS, for a distance of 136' to a point; thence run N87°25'34"E along the center line of SW 117th Street as shown on the said

plat of HAMMOCKS GARDENS, for a distance of 690.92' to a Point of intersection with the west line of Tract "A" of AMERIFIRST PARK, Plat Book 127, Page 65, where a portion of said west line was defined by the Agreement to Fix Location of Common Boundary between Jack K. Thomas, Jr., Trustee, Amerifirst Bank and Miami-Dade County, Official Records Book 14309, Page 2109; thence S02°22'03"E along said west line for a distance of 498' to a point; thence run S87°25'34"W, along a line 362' south of and parallel with the south line of said plat of HAMMOCKS GARDENS, for a distance of 2,465.39' to a Point of intersection with a line 121' east of and parallel with the east right-of-way line of Canal C-1W defined by the Agreement to Fix Location of Common Boundary between Jack K. Thomas, Jr., Trustee and the South Florida Water Management District, Official Records Book 14311, Page 3397; thence run S02°25'09"E along a line parallel with the said east right of way line of Canal C-1W for a distance of 232.46' to a Point of intersection with a line 1,002' south of and parallel with the south line of Block 8 of the said plat of HAMMOCKS SHORES THIRD ADDITION; thence run S87°25'34"W along a line parallel with the south line of said plat of HAMMOCKS SHORES THIRD ADDITION, for a distance of 121' to the Point of Beginning.

LOCATION: The Northeast corner of theoretical S.W. 157 Avenue & S.W. 120 Street, Miami-Dade County, Florida, and

WHEREAS, a public hearing of Community Zoning Appeals Board 12 was advertised and held, as required by law, and all interested parties concerned in the matter were given an opportunity to be heard, and at which time the applicant proffered a Declaration of Restrictions for Plan "A," which among other things provided:

1. **Site Plan.** The Property shall be developed in substantial accordance with the plans entitled "Century Gardens," as prepared by Pascual, Perez & Kiliddjan, dated May 1, 2006, and dated stamped received May 2, 2006, and consisting of sixty five (65) sheets (the "Plan"). The Owner also agrees as follows:
 - (a) The height of any dwelling unit to be located on a lot along the northern boundary of the Property, which abuts an existing one (1) story home, shall not exceed one (1) story in height.
 - (b) As depicted in the Plan, the Owner shall not seek to provide a vehicular connection to the established single-family subdivision on the north side of the Property.
 - (c) As depicted in the Plan, prior to issuance of a building permit for any dwelling unit within the Property, the Owner shall install, as applicable, either: (1) a six foot high wooden fence; or (2) masonry columns, a decorative aluminum picket fence, a hedge and curbing along the side or rear property line of any lot that is adjacent to an existing single family home or existing street.
 - (d) Every townhome within the Property shall be designed and constructed with a garage capable of accommodating at least one (1) automobile.

2. **Density Restriction.** The number of dwelling units on the Property shall not exceed five hundred and eight (508) units, of which a minimum of one-hundred and seventy-nine (179) shall be single family homes.
3. **Noise Level Reduction.** The Owner shall incorporate at least 25 decibel (db) Noise Level Reduction (NLR) into the design and construction of any dwelling unit with the Property.
4. **Airport and County Protection From New Residential Development.** The Owner reserves unto itself, its successors, and assigns, for the use and benefit of the public, a right of flight passage of aircraft in the airspace above the surface of the Property, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used, for navigation of or flight in said airspace, and for use of said airspace for landing on, taking off from, or operating on the Kendall Tamiami Executive Airport ("KTEA").

The Owner expressly agrees for itself, its successors, and assigns to restrict the height of structures, objects of natural growth, and other obstructions on the Property to such a height so as to comply with Federal Aviation Regulations, Part 77.

The Owner expressly agrees for itself, its successors, and assigns, to prevent any use of the Property described herein that would interfere with or adversely affect the operation or maintenance of KTEA, or otherwise constitute an airport hazard.

5. **Notice Requirements.**

- A. The Owner shall include the following notice (the "Notice") in every contract for sale of any dwelling unit within the Property:

THIS PROPERTY IS LOCATED IN CLOSE PROXIMITY TO THE KENDALL TAMIAMI EXECUTIVE AIRPORT ("KTEA"). AS SUCH, THE PROPERTY AND THE FUTURE RESIDENTS MAY EXPERIENCE DIRECT OVERFLIGHTS AT LOW ALTITUDES CREATING NOISE DURING DAYTIME AND NIGHTTIME HOURS.

THE UNDERSIGNED, ON BEHALF OF ITSELF AND ITS SUCCESSORS, LESSEES AND/OR ASSIGNS, AGREES BY TAKING TITLE TO SAID PROPERTY, THAT THEY DO NOT OBJECT TO THE PRESENCE OF KTEA OR THE TWENTY-FOUR HOUR PER DAY OPERATION OF AIRCRAFT FROM ITS RUNWAYS AND HEREBY WAIVES ANY RIGHT TO OBJECT TO OR CHALLENGE IN ANY FORUM THE CURRENT OR FUTURE 24 HOUR PER DAY OPERATION OF THE AIRPORT AND ANY IMPROVEMENTS THERETO, INCLUDING, WITHOUT LIMITATION, THE FUTURE EXPANSION OF KTEA'S 9L/27R AND 9R/27L RUNWAYS.

PURCHASER AGREES THAT THIS COVENANT IS ALSO BINDING UPON ALL FUTURE OWNERS, LESSEES AND RESIDENTS HERE AND

FOREVER THEREAFTER AND THAT NOTIFICATION OF SUCH IS REQUIRED PRIOR TO THE SALE OR LEASE OF THE PROPERTY.

- B. The Owner shall cause every prospective purchaser to acknowledge in writing receipt of the Notice, which acknowledgement may be included in the contract for sale and purchase for each dwelling unit or may be provided by separate instrument prior to or simultaneously with the execution of any such contract. The Notice shall also be prominently displayed in the sales office for the subdivision.
- C. Prior to the approval of a final plat for the Property, the Owner shall record an instrument in the Public Records of Miami-Dade county, which instrument shall run with title to the Property and be binding on the Owner's successors and assigns and shall provide the following restrictions:

THE PROPERTY IS LOCATED IN CLOSE PROXIMITY TO THE KENDALL TAMiami EXECUTIVE AIRPORT ("KTEA"). AS SUCH, THE PROPERTY AND THE FUTURE RESIDENTS MAY EXPERIENCE DIRECT OVERFLIGHTS AT LOW ALTITUDES CREATING NOISE DURING DAYTIME AND NIGHTTIME HOURS. FURTHER, THE OWNER, ON BEHALF OF ITSELF AND ITS SUCCESSORS AND ASSIGNS, HEREBY WAIVES ANY OBJECTIONS TO ANY FUTURE EXPANSION OF KTEA'S 9L/27R AND 9R/27L RUNWAYS.

THE UNDERSIGNED, ON BEHALF OF ITSELF AND ITS SUCCESSORS, LESSEES AND/OR ASSIGNS, AGREES BY TAKING TITLE TO SAID PROPERTY, THAT THEY DO NOT OBJECT TO THE PRESENCE OF KTEA OR THE TWENTY-FOUR HOUR PER DAY OPERATION OF AIRCRAFT FROM ITS RUNWAYS AND HEREBY WAIVES ANY RIGHT TO OBJECT TO OR CHALLENGE IN ANY FORUM THE CURRENT OR FUTURE 24 HOUR PER DAY OPERATION OF THE AIRPORT AND ANY IMPROVEMENTS THERETO, INCLUDING, WITHOUT LIMITATIONS, THE FUTURE EXPANSION OF KTEA'S 9L/27R AND 9R/27L RUNWAYS.

IT IS FURTHER AGREED THAT THE UNDERSIGNED, ITS SUCCESSORS, LESSEES AND/OR ASSIGNS, WILL NEVER REQUEST, SUPPORT OR PARTICIPATE IN ANY EFFORT TO IMPOSE MANDATORY NOISE ABATEMENT PROCEDURES AT KTEA.

6. **Restrictions for Commercial Parcel.** Notwithstanding the approval of the Application, and subject to all applicable Code requirements, the Owner agrees to limit the use of that certain parcel of land depicted on the Plan as the "Commercial Out Parcel" to those uses listed below:

- Apparel stores

- Automobile washing
- Bakeries, retail only
- Banks, including drive-in teller service
- Barber shops
- Beauty parlors
- Cellular phones and accessories sales
- Computers and accessories sales
- Confectionery, ice cream, and dairy stores
- Dairy stores
- Day care
- Drugstores with photo and retail services
- Employment agencies
- Florist shops
- Grocery stores, fruit stores, health food stores, delicatessen, meat and fish markets, and other similar food stores, provided such establishment shall not exceed one thousand (1000) square feet of floor area
- Hardware stores
- Health and exercise club
- Interior design shops
- Jewelry stores, but excluding incidental sales and purchases of used jewelry or pawn shops
- Mail order offices, without storage or products sold
- Newsstands
- Offices
- Optical stores
- Outdoor sitting area for restaurants

- Outside walk-up window service in connection with establishments where the principal use is selling food and drink products, and where a sidewalk of at least seven (7) feet in width abuts the store unit concerned
- Post office station and branches operated by postal service employees or agents that directly serve the public
- Printing and copy services and supplies
- Restaurants and coffee housing dining rooms with outdoor seating where kitchen is located within an enclosed building or room and with ample provision for carrying away or dissipating fumes, odors, smoke, or noise and where premises are so arranged and the business is so conducted as not to be offensive or obnoxious to occupants of adjoining premises or to passerby. Restaurants and outdoor (where approved by public hearing) cafes may serve alcoholic beverages where such service is strictly incidental to the service of food and from service bar only provided no entertainment of any kind is furnished. No sign of any type or character shall be exhibited or displayed to the outside denoting that alcoholic beverages are obtainable within. Seating shall be limited to no more than 100 people.
- Self-service post office, which contains mechanical or computer equipment designed to provide limited service post office for walk up trade
- Shoe stores and shoe repair shops
- Tailor shops

Further, in consideration of the proximity of the Property to a residential neighborhood, any building that may be developed on the commercial Out Parcel shall be designed and maintained in a manner that is compatible with the surrounding residential community. At a minimum, any such building shall have a barrel tile roof and shall be painted in a color or colors that are in harmony with the prevailing colors in the area at the time of the construction of the building. The site plan for the Commercial Out Parcel shall be submitted to the Department of Planning and Zoning for administrative site plan review approval, and the development of the parcel shall be in substantial accordance with said approved plan. Once developed, the Owner shall maintain adequate lighting equipped with deflectors or such other similar equipment to prevent the spillage of light onto adjacent residential properties. No business shall be allowed to operate within the Commercial Out Parcel any earlier than 7:00 AM, Monday – Friday, 9:00 AM on Saturday or 11:00 AM on Sunday or any later than 10:00 PM (Monday – Saturday) or 6:00 PM on Sunday. Deliveries and trash pick up shall take place between the hours of 7:00 AM and 7:00 PM, Monday – Friday.

7. **Improvements to SW 120th Street and SW 157th Avenue.** Prior to the final zoning inspection of any dwelling unit on the Property, the Owner agrees to improve those

portions of SW 120th Street and SW 157th Avenue along the entire frontage of the Property. Said roadway improvements shall be approved and constructed in accordance with the requirements of the Public Works Department. In addition, the Owner agrees not to seek a final zoning inspection for more than fifty percent (50%) of the dwelling units within the Property until such time as SW 157th Avenue is open to traffic from SW 112th Street to SW 120th Street.

8. **Intersection Improvements at SW 120th Street and SW 137th Avenue.** Prior to the final zoning inspection for the dwelling unit representing fifty percent (50%) of the dwelling units within the Property, subject to the conditions enumerated below, the Owner shall design and, following approval of said design, cause the improvement of the intersection of SW 120th Street and SW 137th Avenue by the addition of a dedicated right turn lane (eastbound to southbound) (for a total of 4 thru lanes and a turn lane). The Owner's obligations under this Paragraph are specifically subject to, and contingent on, the following: (i) the availability of right-of-way or necessary easements; (ii) acceptance by the Public Works Department of a traffic study (if requested by the Department) which establishes the need for such a turn lane; (iii) the receipt of all necessary governmental approvals; and (iv) the receipt of the approval of the Director of the County's Public Works Department of a credit for the full cost of the improvements against the roadway impact fees that will be assessed against the future development of the Property in the amount of the cost of the design and construction of the improvements.
9. **Creation of Homeowners Association.** Prior to the final zoning inspection for any dwelling unit within the Property, the Owner shall create a homeowners' association, which shall be responsible (along with any special taxing district or community development district that may be created) for the maintenance of all common areas within the Property, including both sides of the fencing and landscaping along SW 154th Avenue, SW 117th Street and SW 152nd Court. The homeowners' association shall adopt by-laws, rules and regulations substantially in the form of the document, which is attached to the agreement as Exhibit B.
10. **Construction Hours and Activities.** The Owner shall limit construction activities to the hours of 7:00 AM – 7:00 PM, Monday – Friday, and 10:00 AM – 5:00 PM on Saturday. No construction activities shall take place on Sundays. The use of explosives shall be strictly prohibited. In the event a hurricane warning is issued for Miami-Dade County, the Owner shall promptly secure all construction materials to minimize the potential for damage from flying objects to adjacent properties.
11. **Compliance with DIC Report.** The Owner shall comply with all of the applicable conditions. Requirements, recommendations, requests and other provisions of the various departments, as contained in the Departmental memoranda, which are part of the record of this application and incorporated by reference.
12. **Monetary School Contribution.** In order to help meet the future public school needs generated by the development of the Property under the Application, the Owner, its successors and assigns, agrees to voluntarily contribute funds to the School Board of Miami-Dade County, Florida (the "School Board") in an amount equal to \$542,000.00 (the "Contribution"), which funds shall be utilized for the acquisition of

land or the construction of improvements to provide relief for Felix Varela Senior High School, and to the extent that there are no pending or proposed capital improvements at the foregoing school or a plan to provide relief at such school as of the date of the payment of the Contribution, then for capital improvements at other schools within the affected feeder pattern. The total Contribution shall be paid in one (1) payment becoming due and payable, without demand, prior to the approval of the final plat for the Property.

The Owner, its successors and assigns acknowledge and agree that the Contribution shall not entitled the Owner or its successors and assigns to a credit against the amount of the educational facilities impact fees that will be assessed against the future development of the Property under Chapter 33K of the Miami-Dade County Code. To the extent that less than the requested 508 dwelling units is approved by the Community Zoning Appeals Board, the Board of County Commissioners, or the Miami-Dade County Plat Committee, the amount of the Contribution shall be reduced on a pro rata basis, in an amount equal to \$2,000.00 per student, as calculated by the School Board.

WHEREAS, upon due and proper consideration having been given to the matter it was the opinion of Community Zoning Appeals Board 11 that the requested district boundary changes from IU-C to BU-1A (Item #1) on Parcel "A" (Plan "A"), GU & IU-C to RU-3M (Item #3) on Parcel "B" (Plan "A"), and GU & IU-C to RU-1M(a) (Item #4) on Parcel "C" (Plan "A"), would be compatible with the neighborhood and area concerned and would not be in conflict with the principle and intent of the plan for the development of Miami-Dade County, Florida, and should be approved, and that the requests to permit lots with 0' frontage on a public street, and to permit access to a public street by means of private drives (Item #5) on Parcel "C" (Plan "A"), to waive the zoning regulation requiring half-section line rights-of-way to be 70' wide; to permit 0' of dedication for the west half of S.W. 152 Avenue (Item #6), to waive the zoning regulation requiring section line rights-of-way to be 80' wide; to permit 0' of dedication for the east half of S.W. 157 Avenue (Item #7), to waive the Kendall/Tamiami Executive Airport Inner District zone regulation which prohibits residential uses within the ILZ zone; to permit single-family and townhouse residences with the ILZ zone (Item #8), and to waive the Kendall/Tamiami Executive Airport Outer Safety Zone regulation limiting residential units to less than two per acre; to permit

single-family and townhouse residences at more than two units per acre (Item #9) would be compatible with the area and its development and would be in harmony with the general purpose and intent of the regulations and would conform with the requirements and intent of the Zoning Procedure Ordinance, and that the proffered Declaration of Restrictions should be accepted, and that the requested district boundary change from GU to BU-1A (Item #2) on Parcel "A" (Plan "B") would not be compatible with the neighborhood and area concerned and would be in conflict with the principle and intent of the plan for the development of Miami-Dade County, Florida, and should be denied and said application was approved by Resolution No. CZAB11-29-06, and

WHEREAS, THE DIRECTOR OF THE DEPARTMENT OF PLANNING & ZONING appealed the decision of Community Zoning Appeals Board 11 to the Board of County Commissioners for the following:

- (1) IU-C to BU-1A

OR IN THE ALTERNATIVE:

- (2) GU to BU-1A

REQUESTS #1 & #2 ON PARCEL "A"

- (3) GU & IU-C to RU-3M

REQUEST #3 ON PARCEL "B"

- (4) GU & IU-C to RU-1M(a)

- (5) Applicant is requesting to permit lots with 0' frontage (50' required) on a public street, and to permit access to a public street by means of private drives.

REQUESTS #4 & #5 ON PARCEL "C"

- (6) Applicant is requesting to waive the zoning regulation requiring half-section line rights-of-way to be 70' wide; to permit 0' of dedication (35' required) for the west half of S.W. 152 Avenue.
- (7) Applicant is requesting to waive the zoning regulation requiring section line rights-of-way to be 80' wide; to permit 0' of dedication (40' required) for the east half of S.W. 157 Avenue.

- (8) Applicant is requesting to waive the Kendall/Tamiami Executive Airport Inner District zone regulation which prohibits residential uses within the (ILZ) zone; to permit single-family and townhouse residences within the ILZ zone.
- (9) Applicant is requesting to waive the Kendall/Tamiami Executive Airport Outer Safety Zone regulation limiting residential units to less than two per acre; to permit single-family and townhouse residences at more than two units per acre.

Upon a demonstration that the applicable standards have been satisfied, approval of requests #5-#9 may be considered under §33-311 (A)(4)(b) (Non-Use Variance) or (c) (Alternative Non-Use Variance).

Plans are on file and may be examined in the Zoning Department entitled "Century Gardens/Plan 'A'," as prepared by Pascual Perez Kiliddjian & Associates, Sheets SP-1 – SP-4 & Sheets L-1 – L-4 dated stamped received 5/11/06 and remaining sheets dated stamped received 5/3/06, totaling 61 sheets and plans entitled "Century Gardens/Plan 'B'," as prepared by Pascual, Perez, Kiliddjian & Associates, consisting of 60 sheets dated stamped received 5/31/06 are also on file. Plans may be modified at public hearing.

Which said requests have been revised and readvertised as follows:

- (1) GU to BU-1A

REQUEST #1 ON PARCEL "A"

- (2) GU & IU-C to RU-3M

REQUEST #2 ON PARCEL "B"

- (3) GU & IU-C to RU-1M(a)

- (4) Applicant is requesting to permit lots with 0' frontage (50' required) on a public street, and to permit access to a public street by means of private drives.

REQUESTS #3 & #4 ON PARCEL "C"

- (5) Applicant is requesting to waive the zoning regulation requiring half-section line rights-of-way to be 70' wide; to permit 0' of dedication (35' required) for the west half of S.W. 152 Avenue.
- (6) Applicant is requesting to waive the zoning regulation requiring section line rights-of-way to be 80' wide; to permit 0' of dedication (40' required) for the east half of S.W. 157 Avenue.
- (7) Applicant is requesting to waive the Kendall/Tamiami Executive Airport Inner District zone regulation, which prohibits residential uses within the Inner District (ILZ); to permit single-family and townhouse residences with the Inner District (ILZ).

Upon a demonstration that the applicable standards have been satisfied, approval of request #4 may be considered under §33-311(A)(14) (Alternative Site Development Option) or under §33-311(A)(4)(b) (Non-Use Variance) or (c) (Alternative Non-Use Variance) and may be considered under Chapter 28, §19A of the Public Works Code, approval of requests #5 and #6 may be considered under §33-311 (A)(4)(b) (Non-Use Variance) or (c) (Alternative Non-Use Variance), and approval of request #7 may be considered under §33-402(4) Kendall-Tamiami Executive Airport Zone.

Plans are on file and may be examined in the Zoning Department entitled "Century Gardens," as prepared by Pascual Perez Kiliddjian & Associates, Sheets C-1 & SP-1 – SP-4 & Sheets L-1 – L-4 dated stamped received 10/06/06 and the remaining sheets dated stamped received 5/3/06, totalling 62 sheets. Plans may be modified at public hearing.

SUBJECT PROPERTY: PARCEL A: That portion of the Lots, Blocks and the adjacent streets lying in the plat of GREATER MIAMI ESTATES PART TWO, in Section 9, Township 55 South, Range 39 East, according to the Plat thereof recorded in Plat Book 23 at Page 43, being more particularly described as follows: Commence at the Southeast corner of said Section 9, said corner having a Northing of 480709.59 feet and an Easting of 687039.64 based on the State Plane Coordinate System, (1974 Adjustment), Florida East Zone; thence run South 87°25' 51" West along the common line between Sections 9 and 16, in Township 55 South, Range 39 East, where the North line of Section 16 was determined in the Final Judgment of Miami-Dade County Circuit Court Case No. 89-15236 (CA 25), for a distance of 2677.15 feet to the North 1/4 corner of said Section 16; thence continue South 87°25' 51" West along the said common line for 2363.98 feet to the Point of Beginning of the parcel of land herein after described; thence continue South 87°25' 51" West along the said common line for 305.59 feet to a point of intersection with the East right of way line of Canal C-1W defined by the Agreement to Fix Location of Common Boundary between Jack K. Thomas, Jr., Trustee and the South Florida Water Management District as recorded in Official Records Book 14311 at Page 3397; thence run North 02°25' 09" West along the said East right of way line of Canal C-1W for 357.47 feet to a point; thence run North 87°25' 51" East along a line 357.47 feet North of and parallel with the common line between said Sections 9 and 16, for 304.65 feet to a point; thence run South 02°34' 09" East for 357.47 feet to the Point of Beginning.

PARCEL B: That portion of the Lots, Blocks and the adjacent streets lying in the plat of GREATER MIAMI ESTATES PART TWO, in Section 9, Township 55 South, Range 39 East, according to the Plat thereof recorded in Plat Book 23 at Page 43, being more particularly described as follows: Commence at the Southeast corner of said Section 9, said corner having a Northing of 480709.59 feet and an Easting of 687039.64 based on the State Plane Coordinate System, (1974 Adjustment), Florida East Zone; thence run South 87°25' 51" West along the common line between Sections 9 and 16, in Township 55 South, Range 39 East, where the North line of Section 16 was determined in the Final Judgment of Miami-Dade County Circuit Court Case No. 89-15236 (CA 25), for a distance of 2677.15 feet to the North 1/4 corner of said Section 16; thence continue South 87°25' 51" West along the said common line for 83.71 feet to the Point of Beginning of the parcel of land herein after described; thence continue South 87°25' 51" West along the said common line for 1579.67 feet to a point; thence run North 02°34' 09" West for 141.46 feet to a point; thence run South 87°25' 51" West for 315.12 feet to a point; thence run North 02°34' 09" West for a 468.13 feet to a point; thence run North 87°25' 51" East along a line 609.59 feet

North of and parallel with the common line between said Sections 9 and 16, for 1896.94 feet to a point of intersection with the West line of Tract "A" of AMERIFIRST PARK according to the Plat thereof recorded in Plat Book 127 at Page 65, were a portion of said West line was defined by the Agreement to Fix Location of Common Boundary between Jack K. Thomas, Jr., Trustee, Amerifirst Bank and Metropolitan Dade County as recorded in Official Records Book 14309 at Page 2109; thence South 02°22'03" East along said West line for a distance of 609.60 feet to the Point of Beginning.

PARCEL C: That portion of the Lots, Blocks and the adjacent streets lying in the plat of GREATER MIAMI ESTATES PART TWO, in Section 9, Township 55 South, Range 39 East, according to the Plat thereof recorded in Plat Book 23 at Page 43, being more particularly described as follows: Commence at the Southeast corner of said Section 9, said corner having a Northing of 480709.59 feet and an Easting of 687039.64 based on the State Plane Coordinate System, (1974 Adjustment), Florida East Zone; thence run South 87°25'51" West along the common line between Sections 9 and 16, in Township 55 South, Range 39 East, where the North line of Section 16 was determined in the Final Judgment of Miami-Dade County Circuit Court Case No. 89-15236 (CA 25), for a distance of 2677.15 feet to the North 1/4 corner of said Section 16; thence continue South 87°25'51" West along the said common line for 1663.38 feet to the Point of Beginning of the parcel of land herein after described; thence continue South 87°25'51" West along the said common line for 700.60 feet to a point; thence run North 02°34' 09" West for 357.47 feet to a point; thence run South 87°25' 51" West along a line 357.47 feet North of and parallel with the common line between said Sections 9 and 16, for 304.65 feet to a point of intersection with the East right of way line of Canal C-1W defined by the Agreement to Fix Location of Common Boundary between Jack K. Thomas, Jr., Trustee and the South Florida Water Management District as recorded in Official Records Book 14311 at Page 3397; thence run North 02°25'09" West along the said East right of way line of Canal C-1W for a distance of 1001.63 feet to a point of intersection with the South line of Block 8 of the plat of HAMMOCKS SHORES THIRD ADDITION, according to the Plat thereof recorded in Plat Book 147 at Page 9; thence run North 87°25'34" East along the South line of the plat of HAMMOCKS SHORES THIRD ADDITION, for a distance of 1206.04 feet to a point of intersection with the centerline of SW 154th Avenue as shown on said plat of HAMMOCKS SHORES THIRD ADDITION, the common boundary line defined by the Agreement to Fix Location of Common Boundary between Jack K. Thomas, Jr., Trustee, Corlett et al and Metropolitan Dade County as recorded in Official Records Book 14309 at Page 2097; thence run South 02°23'36" East along the common boundary line defined by the said Agreement for a distance of 407.55 feet to the Southwest corner of Lot 1, Block 5 of HAMMOCKS GARDENS, according to the Plat thereof recorded in Plat Book 157 at Page 16; thence run North 87°25'34" East along the South line of the plat of HAMMOCKS GARDENS, for a distance of 690.00 feet to a point of intersection with the centerline of SW 153rd Avenue as shown on said plat of HAMMOCKS GARDENS; thence run North 02°23'36" West along the said centerline, a line 20 feet East of and parallel with the East line of Lot 11 in said Block 5 of HAMMOCKS GARDENS, for a distance of 136.00 feet to a point; thence run North 87°25'34" East along the center line of SW 117th Street as shown on the said plat of HAMMOCKS GARDENS, for a distance of 690.92 feet to a point of intersection with the West line of Tract "A" of AMERIFIRST PARK according to the Plat thereof recorded in Plat Book 127 at Page 65, were a portion of said West line was defined by the Agreement to Fix Location of Common Boundary between Jack K. Thomas, Jr., Trustee, Amerifirst Bank and Metropolitan Dade County as recorded in

Official Records Book 14309 at Page 2109; thence South 02°22'03" East along said West line for a distance of 478.18 feet to a point; thence run South 87°25'51" West along a line 609.59 feet North of and parallel with the common line between said Sections 9 and 16, for 1896.94 feet to a point; thence run South 02°34' 09" East for 468.13 feet to a point; thence run North 87°25' 51" East for 315.12 feet to a point; thence run South 02°34'09" East for 141.46 feet to the Point of Beginning.

LOCATION: The Northeast corner of theoretical S.W. 157 Avenue & S.W. 120 Street, Miami-Dade County, Florida, and

WHEREAS, a public hearing of the Board of County Commissioners was advertised and held, as required by the Zoning Procedure Ordinance, and all interested parties concerned in the matter were given an opportunity to be heard, and at which time the applicant proffered a Declaration of Restrictions which among other things provided:

1. **Site Plan.** The Property shall be developed in substantial accordance with the plans entitled "Century Gardens," as prepared by Pascual, Perez & Kiliddjan, dated stamped received October 6, 2006, and consisting of sixty-five (65) sheets, as may be modified at the public hearing on the Application (the "Plan").

The Owner also agrees as follows:

- (a) The height of any dwelling unit to be located on a lot along the northern boundary of the Property, which abuts an existing one (1) story home, shall not exceed one (1) story in height.
 - (b) As depicted in the Plan, the Owner shall not seek to provide a vehicular connection to the established single-family subdivision on the north side of the Property.
 - (c) As depicted in the plan, prior to the issuance of a building permit for any dwelling unit within the Property, the Owner shall install, as applicable, either: (1) a six foot high wooden fence; or (2) masonry columns, a decorative aluminum picket fence, a hedge and curb (when adjacent to a street) along the side or rear property line of any lot that is adjacent to an existing single family home or existing street.
 - (d) Every townhome within the Property shall be designed and constructed with a garage capable of accommodating at least one (1) automobile.
2. **Density Restriction.** The number of dwelling units on the Property shall not exceed four hundred forty-six (446) units, of which a minimum of one-hundred ninety-one (191) shall be single family homes.
3. **Noise Level Reduction.** The Owner shall incorporate at least 25 decibel (db) Noise Level Reduction (NLR) into the design and construction of any dwelling unit with the Property.

4. **Avigation Easement.** The Owner reserves unto itself, its successors, and assigns, for the use and benefit of the public, and hereby grants and conveys to Miami-Dade County an easement and right-of-way for the free and unobstructed flight, and passage, operations and effects thereof of all types of aircraft ("aircraft" being defined for the purpose of this Aviation Easement as any contrivance now known or hereafter invented, used, or designated for navigation of, or flight in or through the air) by whomsoever owned or operated, in and through the airspace above and over the surface of the Property, including, but not limited to, the right to cause in such airspace above or in the vicinity of the surface of the Property such noise, vibration, odors, vapors, fumes, fuel particles (which are incident to normal operations of said aircraft), smoke, dust, fear, interference with sleep and communications and any and all other effects as may be alleged to be incident to or caused by the aircraft engines and the operation of aircraft for navigation of or flight or passage in and through said airspace, and for the use of said airspace by aircraft for approaching, landing upon, taking off from, maneuvering about or operating (which are incident to normal operations of said aircraft) on Kendall Tamiami Executive Airport ("KTEA") and for all other uses allowed or authorized at KTEA.

In furtherance of the easement and rights herein granted, the Owner expressly agrees for itself, its successors, and assigns to restrict the height of structures, objects of natural growth, and other obstructions on the Property to such a height so as to comply with Federal Aviation Regulations, Part 77 as currently in effect. Additionally, the Owner, for itself, its successors, and assigns, covenants at all times hereafter, that it will not take any action, cause or allow any electronic, electromagnetic, smoke, vapor, fume, or light emissions, allow any obstruction to exist, or construct any structure on the Property which would conflict or interfere with or infringe the rights granted hereunder, including the full use and enjoyment of this Avigation Easement.

The Owner expressly agrees for itself, its successors, and assigns, to prevent any use of the Property described herein that would interfere with or adversely affect the operation or maintenance of KTEA, or otherwise constitute an airport hazard.

5. **Notice Requirements.**

- A. The Owner shall include the following notice (the "Notice") in every contract for the initial sale of any dwelling unit within the Property:

THIS PROPERTY IS LOCATED IN CLOSE PROXIMITY TO THE KENDALL TAMIAMI EXECUTIVE AIRPORT ("KTEA"). SPECIFICALLY, PORTIONS OF THE PROPERTY ARE LOCATED WITHIN THE OUTER SAFETY ZONE AND THE INNER DISTRICT OF THE KTEA. AS SUCH, THE PROPERTY AND THE FUTURE RESIDENTS MAY EXPERIENCE DIRECT OVERFLIGHTS AT LOW ALTITUDES CREATING NOISE DURING DAYTIME AND NIGHTTIME HOURS.

THE UNDERSIGNED, ON BEHALF OF ITSELF AND ITS SUCCESSORS, LESSEES AND/OR ASSIGNS, AGREES BY TAKING TITLE TO SAID PROPERTY, THAT THEY DO NOT OBJECT TO THE PRESENCE OF KTEA OR THE TWENTY-FOUR HOUR PER DAY OPERATION OF AIRCRAFT FROM ITS RUNWAYS AND HEREBY WAIVES ANY RIGHT TO OBJECT TO OR CHALLENGE IN ANY FORUM THE CURRENT OR FUTURE 24 HOUR PER DAY OPERATION OF THE AIRPORT AND ANY IMPROVEMENTS THERETO, INCLUDING, WITHOUT LIMITATION, THE FUTURE EXPANSION OF KTEA'S 9L/27R AND 9R/27L RUNWAYS.

THE UNDERSIGNED, ITS SUCCESSORS, LESSEES AND/OR ASSIGNS, ARE PROHIBITED FROM REQUESTING, SUPPORTING OR PARTICIPATING IN ANY EFFORT TO IMPOSE MANDATORY NOISE ABATEMENT PROCEDURES AT KTEA.

THIS COVENANT IS BINDING UPON ALL FUTURE OWNERS, LESSEES AND RESIDENTS HERE AND FOREVER THEREAFTER AND THAT NOTIFICATION OF SUCH IS REQUIRED PRIOR TO THE SALE OR LEASE OF THE PROPERTY.

- B. The Owner shall cause every prospective, initial purchaser to acknowledge in writing receipt of the Notice, which acknowledgement may be included in the contract for sale and purchase for each dwelling unit or may be provided by separate instrument prior to or simultaneously with the execution of any such contract. The Notice shall also be prominently displayed in the sales office for the subdivision.
- C. In addition to the restrictions and commitments contained in this Declaration, prior to the approval of a final plat for the Property, the Owner shall record a separate instrument in the Public Records of Miami-Dade County, which instrument shall run with title to the Property and be binding on the Owner's successors and assigns and shall provide the following restrictions:

THE PROPERTY IS LOCATED IN CLOSE PROXIMITY TO THE KENDALL TAMiami EXECUTIVE AIRPORT ("KTEA"). SPECIFICALLY, PORTIONS OF THE PROPERTY ARE LOCATED WITHIN THE OUTER SAFETY ZONE AND THE INNER DISTRICT OF THE KTEA. AS SUCH, THE PROPERTY AND THE FUTURE RESIDENTS MAY EXPERIENCE DIRECT OVERFLIGHTS AT LOW ALTITUDES

CREATING NOISE DURING DAYTIME AND NIGHTTIME HOURS. FURTHER, THE OWNER, ON BEHALF OF ITSELF AND ITS SUCCESSORS AND ASSIGNS, HEREBY

WAIVES ANY OBJECTIONS TO ANY FUTURE EXPANSION OF KTEA'S 9L/27R AND 9R/27L RUNWAYS.

THE UNDERSIGNED, ON BEHALF OF ITSELF AND ITS SUCCESSORS, LESSEES AND/OR ASSIGNS, AGREES BY TAKING TITLE TO SAID PROPERTY, THAT THEY DO NOT OBJECT TO THE PRESENCE OF KTEA OR THE TWENTY-FOUR HOUR PER DAY OPERATION OF AIRCRAFT FROM ITS RUNWAYS AND HEREBY WAIVES ANY RIGHT TO OBJECT TO OR CHALLENGE IN ANY FORUM THE CURRENT OR FUTURE 24 HOUR PER DAY OPERATION OF THE AIRPORT AND ANY IMPROVEMENTS THERETO, INCLUDING, WITHOUT LIMITATION, THE FUTURE EXPANSION OF KTEA'S 9L/27R AND 9R/27L RUNWAYS.

IT IS FURTHER AGREED THAT THE UNDERSIGNED, ITS SUCCESSORS, LESSEES AND/OR ASSIGNS, WILL NEVER REQUEST, SUPPORT OR PARTICIPATE IN ANY EFFORT TO IMPOSE MANDATORY NOISE ABATEMENT PROCEDURES AT KTEA.

PURCHASER AGREES THAT THIS COVENANT IS ALSO BINDING UPON ALL FUTURE OWNERS, LESSEES AND RESIDENTS HERE AND FOREVER THEREAFTER AND THAT NOTIFICATION OF SUCH IS REQUIRED PRIOR TO THE SALE OR LEASE OF THE PROPERTY.

6. Restrictions for Commercial Parcel.

Notwithstanding the approval of the Application, and subject to all applicable Code requirements, the Owner agrees to limit the use of that certain parcel of land depicted on the Plan as the "Commercial Parcel" to those uses listed below:

- Banks, including drive-in teller service
- Barber shops
- Beauty parlors
- Offices
- Optical stores
- Post Offices
- Printing and copy services and supplies

The Owner also agrees as follows:

- (a) Further, in consideration of the proximity of the Property to a residential neighborhood, any building that may be developed on the Commercial Parcel shall be designed and maintained in a manner that is compatible with the surrounding residential community. At a minimum, any such building shall have a barrel tile roof (gable, hip, flat or otherwise) and shall be painted in a color or colors that are in harmony with the prevailing colors in the immediate vicinity, as defined in Section 33-1.(58.1) of the Code of Miami-Dade County at the time of the construction of the building.
 - (b) The site plan for the Commercial Parcel shall be submitted to the Department of Planning and Zoning for administrative site plan review approval, and the development of the parcel shall be in substantial accordance with said approved plan. Once developed, the Owner shall maintain adequate lighting equipped with deflectors or such other similar equipment to prevent the spillage of light onto adjacent residential properties, in compliance with Section 33-4.1 of the Code of Miami-Dade County.
 - (c) No business shall be allowed to operate within the Commercial Parcel any earlier than 7:00 AM (Monday – Friday), 9:00 AM on Saturday, 11:00 AM on Sunday or any later than 10:00 PM (Monday – Saturday) or 6:00 PM on Sunday.
 - (d) Deliveries and trash pick up at the Commercial Parcel shall take place between the hours of 7:00 AM and 7:00 PM, on Monday - Friday.
7. **Improvements to SW 120th Street and SW 157th Avenue.** Prior to the final zoning inspection for any dwelling unit on the Property, the Owner agrees to improve those portions of SW 120th Street and SW 157th Avenue along the entire frontage of the Property. Said roadway improvements shall be approved and constructed in accordance with the requirements of the Public Works Department. In addition, the Owner agrees not to seek a final zoning inspection for any of the dwelling units other than model home units within the Property until such time as SW 157th Avenue is open to traffic from SW 112th Street to SW 120th Street.
8. **Intersection Improvements at SW 120th Street and SW 137th Avenue.** Prior to the final zoning inspection for any dwelling unit other than model home units within the Property, subject to the conditions enumerated below, the Owner shall obtain or cause to be obtained the necessary right-of-way, design and, following approval of said design, cause the improvement of the intersection of SW 120th Street and SW 137th Avenue by the addition of a dedicated right turn lane (eastbound to southbound) (for a total of 4 thru lanes, one left turn lane and a right turn lane) (the "Improvement"). Moreover, the Owner shall submit design plans for the Improvement to the Public Works Department for review and approval within ninety (90) days of the final approval of the Application and shall complete construction of the Improvement within one-hundred and eighty days (180) following the approval of the design plans for the Improvement, the acquisition of any necessary right-of-way and the receipt of any required governmental approvals. The Owner's obligations under this Paragraph are specifically subject to, and contingent on, the following: (i) the availability of right-of-way or necessary easements; (ii) acceptance by

the Public Works Department of a traffic study (if requested by the Department) which establishes the need for such a turn lane; (iii) the receipt of all necessary governmental approvals; and (iv) the receipt of the approval of the Director of the County's Public Works Department of a credit for the full cost of the improvements against the roadway impact fees that will be assessed against the future development of the Property in the amount of the cost of the design and construction of the improvements, provided, however, that in the event the cost of the improvements and the right-of-way exceeds the amount of roadway impact fees that will be assessed against the future development of the Property, the Owner shall be responsible for any such difference.

9. **Creation of Homeowners Association.** Prior to the final zoning inspection for any dwelling unit within the Property, the Owner shall create a homeowner's association, which shall be responsible (along with any special taxing district or community development district that may be created) for the maintenance of all common areas within the Property, including both sides of the fencing and landscaping along SW 154th Avenue, SW 152nd Court and SW 117th Street. The homeowner's association shall adopt by-laws, rules and regulations substantially in the form of the document, which is attached hereto as Exhibit B. Nothing in this Paragraph shall be interpreted to authorize or require the County to enforce specific provisions of the homeowner's association by-laws, rules and regulations.
10. **Construction Hours and Activities.** The Owner shall limit construction activities to the hours of 7:00 AM - 7:00 PM, Monday – Friday, and 10:00 AM – 5:00 PM on Saturday. No construction activities shall take place on Sundays. The use of explosives shall be strictly prohibited. In the event a hurricane warning is issued for Miami-Dade County, the Owner shall promptly secure all construction materials to minimize the potential for damage from flying objects to adjacent properties. All construction vehicles shall enter and exit the Property only on SW 120th Street.
11. **Water Conservation Requirements.** In an effort to conserve water, the Owner hereby agrees to develop the Property and construct the proposed dwelling units in accordance with the "Florida Water Star Basic Qualification Checklist," a copy of which is attached to the Declaration as Exhibit C.
12. **Compliance with DIC Report.** The Owner shall comply with all of the applicable conditions, requirements, recommendations, requests and other provisions of the various departments, as contained in the Departmental memoranda, which are part of the record of this application and incorporated herein by reference.

WHEREAS, this Board has been advised that the subject application has been reviewed for compliance with concurrency requirements for levels of services and, at this stage of the request, the same was found to comply with the requirements, and

WHEREAS, after reviewing the record and decision of the Metropolitan Dade County Zoning Appeals Board 11 and after having given an opportunity for interested parties to be

heard, it was the opinion of the Board of County Commissioners, Miami-Dade County, Florida, that that the grounds and reasons alleged by the appellant specified in the appeal were insufficient to merit a reversal of the ruling made by the Zoning Appeals Board in Resolution No.CZAB11-29-06 and that the appeal should be denied and the decision of Community Zoning Appeals Board 11 should be vacated, and

WHEREAS, upon due and proper consideration having been given to the matter and to the recommendation of the Developmental Impact Committee, it is the opinion of this Board that the requested district boundary changes to BU-1A on Parcel A (Item #1), RU-3M on Parcel B (Item #2), RU-1M(a) on Parcel C (Item #3) would be compatible with the neighborhood and area concerned and would not be in conflict with the principle and intent of the plan for the development of Miami-Dade County, Florida, and should be approved, and that the request to permit lots with 0' frontage on a public street, and to permit access to a public street by means of private drives with both portions of the request on Parcel C (Item #4) would be in harmony with the general purpose and intent of the regulations and would conform with the requirements and intent of the Zoning Procedure Ordinance, and that the requests to waive the zoning regulation requiring half-section line rights-of-way to be 70' wide; to permit 0' of dedication for the west half of S.W. 152 Avenue (Item #5), to waive the zoning regulation requiring section line rights-of-way to be 80' wide; to permit 0' of dedication for the east half of S.W. 157 Avenue (Item #6), and to waive the Kendall/Tamiami Executive Airport Inner District zone regulation, which prohibits residential uses within the Inner District (ILZ); to permit single-family and townhouse residences with the Inner District (ILZ) (Item #7) would be in harmony with the general purpose and intent of the regulations and would conform with the requirements and intent of the Zoning Procedure Ordinance, and that the proffered Declaration of Restrictions should be accepted, and

WHEREAS, a motion to deny the appeal and vacate the decision of Community Zoning Appeals Board 11, accept the proffered Declaration of Restrictions, and approve Items #1 through 7 was offered by Commissioner Joe A. Martinez, seconded by Commissioner Dorrin D. Rolle, and upon a poll of the members present the vote was as follows:

Bruno A. Barreiro	absent	Dennis C. Moss	aye
Jose "Pepe" Diaz	absent	Dorrin D. Rolle	aye
Audrey M. Edmonson	aye	Natacha Seijas	aye
Carlos A. Gimmenez	aye	Katy Sorenson	aye
Sally A. Heyman	aye	Rebecca Sosa	aye
Barbara J. Jordan	absent	Sen. Javier D. Souto	absent

Chairperson Joe A. Martinez aye

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners, Miami-Dade County, Florida, that the appeal be and the same is hereby denied and the decision of Community Zoning Appeals Board 11 is hereby vacated.

BE IT FURTHER RESOLVED that the requested district boundary changes to BU-1A on Parcel A (Item #1), RU-3M on Parcel B (Item #2), RU-1M(a) on Parcel C (Item #3) be and the same are hereby approved and said property is hereby zoned accordingly.

BE IT FURTHER RESOLVED that the requests to permit lots with 0' frontage on a public street, and to permit access to a public street by means of private drives with both portions of the request on Parcel C (Item #4) to waive the zoning regulation requiring half-section line rights-of-way to be 70' wide; to permit 0' of dedication for the west half of S.W. 152 Avenue (Item #5), to waive the zoning regulation requiring section line rights-of-way to be 80' wide; to permit 0' of dedication for the east half of S.W. 157 Avenue (Item #6), and to waive the Kendall/Tamiami Executive Airport Inner District zone regulation, which prohibits residential uses within the Inner District (ILZ); to permit single-family and

townhouse residences with the Inner District (ILZ) (Item #7) be and the same are hereby approved.

BE IT FURTHER RESOLVED that Resolution No. CZAB11-29-06 is hereby null and void.

BE IT FURTHER RESOLVED that, pursuant to Section 33-6 of the Code of Miami-Dade County, Florida, the County hereby accepts the proffered covenant and does exercise its option to enforce the proffered restrictions wherein the same are more restrictive than applicable zoning regulations.

The Director is hereby authorized to make the necessary changes and notations upon the maps and records of the Miami-Dade County Department of Planning and Zoning.

THIS RESOLUTION HAS BEEN DULY PASSED AND ADOPTED this 9th day of November, 2006, and shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

No. 06-7-CZ11-1
ej

HARVEY RUVIN, Clerk
Board of County Commissioners
Miami-Dade County, Florida

By 
Deputy Clerk

**THIS RESOLUTION WAS TRANSMITTED TO THE CLERK OF THE BOARD OF
COUNTY COMMISSIONERS ON THE 15TH DAY OF DECEMBER, 2006.**

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

I, Deputy Clerk's Name, as Deputy Clerk for the Miami-Dade County Department of Planning and Zoning as designated by the Director of the Miami-Dade County Department of Planning and Zoning and Ex-Officio Secretary of the Board of County Commissioners of said County, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of Resolution No. Z-39-06 adopted by said Board of County Commissioners at its meeting held on the 9th day of November, 2006.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on this the 15th day of December, 2006.



Earl Jones, Deputy Clerk (3230)
Miami-Dade County Department of Planning and Zoning

SEAL





Department of Planning and Zoning

Stephen P. Clark Center
111 NW 1st Street • Suite 1210
Miami, Florida 33128-1902
T 305-375-2800

miamidade.gov

December 15, 2006

Century Business Park L. L. C.
C/o Juan Mayol
701 Brickell Avenue
Suite 3000
Miami, Florida 33131

Re: Hearing No. 06-7-CZ11-1
Location: The Northeast corner of theoretical
S.W. 157 Avenue & S.W. 120 Street,
Miami-Dade County, Florida

Dear Applicant:

Enclosed herewith is Resolution No. Z-39-06, adopted by the Board of County Commissioners, which **denied the appellant's appeal, vacated resolution CZAB11-29-06, accepted your proffered Declaration of Restrictions, approved your request for district boundary changes to BU-1A on Parcel A (Item #1), RU-3M on Parcel B (Item #2), RU-1M(a) on Parcel C (Item #3) and approved Items #4 through #7** on the above described property. Please note the conditions under which said approval was granted, inasmuch as strict compliance therewith will be required. Failure to comply with stipulated conditions, if any, will result in the immediate issuance of a civil violation notice for each condition violated. Each notice issued may require payment of a daily monetary fine.

If, as stipulated in the resolution, building permits and/or use, occupancy or completion certificates will be required, note that permits must be obtained and final inspection approvals received for construction work done or required prior to issuance of the applicable certificate(s) pursuant to Section 33-8 of the Zoning Code. Payment of certificates may be subject to annual renewal by this Department. Application for required permits and/or certificates related to use, occupancy or completion should be made with this Department, or the Building Department as appropriate. At time of permit application you must provide a copy of this resolution. If there are anticipated changes from any plan submitted for the hearing, a plot use plan is to be submitted to this Department in triplicate before any detailed plans are prepared, inasmuch as building permits will not be issued prior to the approval of said plan.

The Board's decision may be appealed by an aggrieved party to Circuit Court within 30 days of the date of transmittal of the resolution to the Clerk of the County Commission. The transmittal date is **December 15, 2006**. In the event an appeal is filed, any building permit sought shall be at the risk of the party seeking said permit. Copies of any court filings concerning this matter should be served upon both my office and:

Murray A. Greenberg, County Attorney
111 N.W. 1st Street, Suite 2810
Miami, Florida 33128-1993

The County Attorney is not permitted to accept official service of process.

Sincerely,

Earl Jones
Deputy Clerk

Enclosure

ADA Coordination

Agenda Coordination

Animal Services

Art in Public Places

Audit and Management Services

Aviation

Building

Building Code Compliance

Business Development

Capital Improvements

Citizens' Independent Transportation Trust

Commission on Ethics and Public Trust

Communications

Community Action Agency

Community & Economic Development

Community Relations

Consumer Services

Corrections & Rehabilitation

Cultural Affairs

Elections

Emergency Management

Employee Relations

Empowerment Trust

Enterprise Technology Services

Environmental Resources Management

Fair Employment Practices

Finance

Fire Rescue

General Services Administration

Historic Preservation

Homeless Trust

Housing Agency

Housing Finance Authority

Human Services

Independent Review Panel

International Trade Consortium

Juvenile Services

Medical Examiner

Metro-Miami Action Plan

Metropolitan Planning Organization

Park and Recreation

Planning and Zoning

Police

Procurement Management

Property Appraisal

Public Library System

Public Works

Safe Neighborhood Parks

Seaport

Solid Waste Management

Strategic Business Management

Team Metro

Transit

Task Force on Urban Economic Revitalization

Vizcaya Museum And Gardens

Water & Sewer